

MINUTES
Troutdale City Council – Regular Meeting
Troutdale Police Community Center – Kellogg Room
234 SW Kendall Court
Troutdale, OR 97060

Tuesday, August 27, 2024 – 7:00PM

1. PLEDGE OF ALLEGIANCE, ROLL CALL, AGENDA UPDATE

Mayor Lauer called the meeting to order at 7:00pm.

PRESENT: Mayor Lauer, Councilor Ripma, Councilor Caswell, Councilor Wunn and Councilor White.

ABSENT: Councilor Wittren and Councilor Glantz (excused).

STAFF: Ray Young, City Manager; Kenda Rimes, Deputy City Recorder; Ed Trompke, City Attorney and Erich Mueller, Finance Director.

GUESTS: See Attached.

Mayor Lauer asked for agenda updates.

Ray Young, City Manager, replied there are no updates.

2. PUBLIC COMMENT: Public comment on non-agenda and consent agenda items is welcome at this time.

Paul Wilcox, Troutdale resident, read from a self-prepared statement (attached as Exhibit A).

3. CONSENT AGENDA:

3.1 MINUTES: June 25, 2024 City Council Regular Meeting and July 9, 2024 City Council Regular Meeting.

3.2 RESOLUTION: A resolution approving an Intergovernmental Agreement between Metro and the City of Troutdale implementing the FY 2024-25 Metro and Local Government Annual Waste and Reduction Plan.

MOTION: Councilor Ripma moved to approve the consent agenda. Seconded by Councilor White.
Motion Passed 5-0.

4. PRESENTATION: A presentation by the City of Gresham regarding youth services.

Marcell Frazier, Violence Prevention & Community Partnerships Coordinator, and Emon Ghassemi, City of Gresham Youth Services Manager, introduced themselves and presented a PowerPoint presentation (attached as Exhibit B).

Mayor Lauer stated the organizations and the work Marcell and Emon do represent problems that exist inside of the City. It's unfortunate that these organizations crop up but fortunately there are people who care so much for the community they're involved in. The support from Troutdale is unanimous. It's something that is not only needed but will continually be needed. He offered support and asked for continued reminders of the work that is being done through Gresham Youth Services and the organizations they work with.

5. REQUEST: A request from the Public Safety and Equity Advisory Committee (PSEAC) to do a safety survey.

Shelby Staffenson, Public Safety and Equity Advisory Committee Chair stated the committee has wanted to hear from the community and how they feel about everything related to public safety. The committee created a short survey to gather the information and have plans to launch the survey at the next First Friday, September 6th at the city booth. There will be a large QR code that people can use to access the survey and take it on the spot or do it later. There will also be paper copies. The survey consists of 17 questions asking participants to rate their satisfaction on police, fire and medical services, how safe they feel in their neighborhoods and concerns they have about various types of unwanted activities in their area such as property crimes or drugs and if they have any traffic concerns. The survey will also seek citizens interest in emergency and disaster preparedness as well as promoting awareness of the PSEAC committee. The committee plans to evaluate the results of the survey at their October 3rd meeting. She stated that the PSEAC committee does not have a budget so it's seeking Council's support for the survey with an estimated cost of less than \$500.00.

Councilor Ripma stated the estimated \$500 sounds very reasonable, and he supports doing the survey.

Mayor Lauer opened public comment.

Paul Wilcox stated he thinks the group is making a very reasonable request.

Saul Pompeyo, Owner Ristorante Di Pompello, stated he is happy PSEAC is doing the survey because everybody has different perspectives. He stated he hardly sees police patrolling behind his business.

Mayor Lauer closed public comment.

MOTION: Councilor Ripma moved to approve PSEAC's request to do a safety survey and authorize \$500 from the City to support it. Seconded by Councilor Wunn.

VOTE: Mayor Lauer – Yes; Councilor White – Yes; Councilor Ripma – Yes; Councilor Caswell - Yes and Councilor Wunn – Yes.

Motion passed 5-0.

6. PUBLIC HEARING / ORDINANCE (Introduction): An ordinance amending the penalty provisions of the Business License Requirements Chapter 5.04 of the Troutdale Municipal Code.

Ray Young gave a brief overview of the staff report. He stated the first offense for operating a business without a license would be a \$300 fine, second offense would be \$600 and then a third offense would be \$900 with the potential of 90 days jail time.

Mayor Lauer opened the public hearing at 7:48pm.

None.

Mayor Lauer closed the public hearing at 7:49pm.

7. RESOLUTION: A resolution approving the exclusive franchise agreement with Waste Management of Oregon, Inc.

Ryan Largura, Environmental Specialist, gave a brief overview of the staff report and shared a PowerPoint presentation (attached as Exhibit C).

Councilor Wunn asked about what specific garbage cans would be available to customers. He would like to see some kind of locking mechanism and it locks and it doesn't unlock until the truck lifts it up to help with windy days. He read the staff report, and it doesn't seem like there's anything specific about locking cans.

Ryan Largura stated he left the carts separate because it will be more of a rate issue. There will be a cost added to the new carts, so he wanted to allow review of costs of the new cart and not necessarily have cost associated with adopting a franchise agreement. The locking cart will be addressed at a later date.

Councilor White stated he was glad to see improvements on the phone situation. Business owners feel like they don't have the ability to clean their own dumpster without making a mess in a public right of way. He asked how that works if someone has a commercial account and has a dumpster that needs to be cleaned.

Ryan Largura stated if it's really dirty, they would probably want to contact Waste Management to possibly have the container switched out. In terms of an immediate waste cleanup at their site best practices would be in play there.

Dave Huber, Waste Management Public Sector Manager, stated for commercial businesses that have containers that have the issue of being dirty and need to be cleaned, typically, if the business owner wants the container swapped out, Waste Management will do that. They try to swap them out every year.

Mayor Lauer opened public comment at 8:07pm.

Paul Wilcox stated he submitted public comment earlier in an email (attached as Exhibit D). He wonders what the status of outside haulers that pick-up items that Waste Management doesn't, referring to Ridwell in particular. He stated he read the contract in pretty fine detail, and he saw there were some customer's responsibilities about where to put their containers, but he didn't see anything about owners' responsibility as far as overloading their containers. He has seen trash containers in his neighborhood where people have 3 or 4 trash bags on top of the container with the lid wide open. He wonders how Waste Management deals with it.

Sheri Winters, Troutdale resident, stated when it's blowing wind, even with locking cans, she gets a lot of accumulation at her front door. She had a garbage man tell her that they don't want locking cans because they have to get out and unlock them. She's not sure that the situation would be remedied with the locking can. She thinks something needs to be done about overflowing cans.

Saul Pompeyo stated Waste Management doesn't pick up often enough. He pays for service twice a week but for recycling they only show up once a week or every other week. He would like to know the telephone number he can call, and a real person will answer.

Mayor Lauer closed public comment at 8:16pm.

MOTION: Councilor Ripma moved to approve the resolution approving the exclusive franchise agreement with Waste Management of Oregon, Inc. Seconded by Councilor White.

VOTE: Mayor Lauer – Yes; Councilor White – Yes; Councilor Ripma – Yes; Councilor Caswell - Yes and Councilor Wunn – Yes.

Motion passed 5-0.

8. RESOLUTION: A resolution approving the Collective Bargaining Agreement with employees represented by AFSCME Local 3132.

Erich Mueller, Finance Director, gave a brief overview of the staff report.

Mayor Lauer opened public comment at 8:28pm.

Paige Cambell, AFSCME Negotiating Team, stated she agrees with everything Erich stated and the team worked hard to bargain the terms and they hope Council approves the terms.

Mayor Lauer closed public comment at 8:29pm.

MOTION: Councilor Ripma moved to approve the resolution approving the Collective Bargaining Agreement with employees represented by AFSCME Local 3132. Seconded by Councilor Wunn.

VOTE: Mayor Lauer – Yes; Councilor White – Yes; Councilor Ripma – Yes; Councilor Caswell - Yes and Councilor Wunn – Yes.

Motion passed 5-0.

9. RESOLUTION: A resolution providing for current Fiscal Year 2024-2025 budget transfers and making appropriation changes.

Erich Mueller gave a brief overview of the staff report.

Mayor Lauer opened public comment at 8:33pm.

None.

Mayor Lauer closed public comment at 8:33pm.

MOTION: Councilor Wunn moved approve the resolution providing for current Fiscal Year 2024-2025 budget transfers and making appropriation changes. Seconded by Councilor Ripma.

VOTE: Mayor Lauer – Yes; Councilor White – Yes; Councilor Ripma – Yes; Councilor Caswell - Yes and Councilor Wunn – Yes.

Motion passed 5-0.

10. RESOLUTION: A resolution designating all city employees PERS required 6% Individual Account Program employee contributions as member paid pre-tax contributions.

Erich Mueller gave a brief overview of the staff report.

Mayor Lauer opened public comment at 8:37pm.

None.

Mayor Lauer closed public comment at 8:37pm.

MOTION: Councilor Wunn moved approve the resolution designating all city employees PERS required 6% Individual Account Program employee contributions as member paid pre-tax contributions. Seconded by Councilor Ripma.

VOTE: Mayor Lauer – Yes; Councilor White – Yes; Councilor Ripma – Yes; Councilor Caswell - Yes and Councilor Wunn – Yes.

Motion passed 5-0.

11. RESOLUTION: A resolution approving amendment and restatement of an existing 457 Deferred Compensation Plan.

Erich Mueller gave a brief overview of the staff report.

Mayor Lauer opened public comment at 8:41pm.

None.

Mayor Lauer closed public comment at 8:41pm.

MOTION: Councilor Ripma moved approve the resolution approving amendment and restatement of an existing 457 Deferred Compensation plan. Seconded by Councilor Wunn.

VOTE: Mayor Lauer – Yes; Councilor White – Yes; Councilor Ripma – Yes; Councilor Caswell - Yes and Councilor Wunn – Yes.

Motion passed 5-0.

12. UPDATE: Public Safety Services Delivery Working Group.

Ray Young stated the group met 2 weeks ago and it was the first opportunity to discuss a proposal from the sheriff's office for law enforcement services beginning on July 1st of 2025. Captain Asboe was there to answer questions about service levels. MCSO's estimate was \$7.9 million versus this year's \$4 million that the City is paying. Quite a huge increase. There were concerns about their numbers. The group decided they should probably look back to the model it used in 2014-15 and have a negotiating committee. There are still questions that need to be answered by the sheriff's office on how they came up with some of the calculations. There needs to be a negotiating committee that's less than a public meeting required group to be able to actually create a negotiating plan and respond back to the County. Staff recommendation was to have a committee of 5 that would be himself, Mr. Trompke and then 3 citizens, council members, committee members, who would report back to the Council executive session on the status.

Councilor Wunn stated the group feels like they need to move quicker than they are moving. They would like to expedite getting the negotiation committee together to look at and negotiate the contracts.

Ray Young stated that Troutdale may want to think about approaching Fairview and Wood Village about possibly approaching the sheriff's office as 3 cities and coordinate all 3 contracts together. All 3 cities have different terms with the sheriff's office. The other thing discussed was Troutdale asked for a full time Chief because it's hard to share that person with another role like it is now. The sheriff's office came back with a no answer, they only want to commit half of a command officer to the Chief of Troutdale. Captain Asboe pointed out that Troutdale may not need a full time chief because there's already another command structure that oversees all the patrol deputies anyway and maybe instead have a list of duties that the City wants this person to do. Instead of trying to pigeonhole an FTE and pay for that without being really sure that the City is going to get all that, create a list of duties instead and negotiate about how much that represents as an FTE. Ray suggested putting this on the agenda for September 10th and make a motion at that time.

Mayor Lauer opened public comment at 8:51pm.

None.

Mayor Lauer closed public comment at 8:51pm.

13. STAFF COMMUNICATIONS

Ray Young provided the following staff communications:

- Next Monday City offices will be closed in recognition of Labor Day
- The City is working with Metro to do a groundbreaking ceremony for the Sandy Waterfront Trail and do a ribbon cutting the same day for the trail that goes north of I-84 hopefully towards the end of September.
- Next Friday is the last First Friday of the Summer

14. COUNCIL COMMUNICATIONS

Mayor Lauer stated there are an unprecedented number of applicants vying for 5 seats on Council, including Mayor. Council President Ripma and Councilor Wunn have put their names in for the Mayor seat and he wished them well. He knows they will do a good job of being respectful and keeping to the quorum. Ballot measure 26-248 prohibits additional recreational marijuana retails in Troutdale, allows existing retailers, this is something that means a lot to him and he hopes the citizens can vote accordingly with morals and judgments intact. Troutdale can do better, and it doesn't have to sell drugs to do better.

Councilor Ripma stated it's been a nice summer and wished everyone a Happy Labor Day weekend.

Councilor Wunn stated he's honored to run against Councilor Ripma for Mayor. He is happy with the way the City is going and it will be in good hands post Mayor Lauer.

Councilor White stated he's glad to see the General Store reopened. It's nice family friendly business downtown. He thanked the Historical Society for the concert they put on.

15. ADJOURNMENT

MOTION: Councilor Ripma moved to adjourn. Seconded by Councilor White. Motion passed unanimously.

Meeting adjourned at 9:01pm.



Randy Lauer, Mayor

Dated: September 25, 2024

ATTEST:



Kenda Rimes, Deputy City Recorder

**City Council – Regular Meeting
7:00PM**

Tuesday, August 27, 2024

PLEASE SIGN IN

[illegible]

August 27, 2024 City Council Meeting - Zoom Guests

Name (original name)	Email	Join time	Leave time	Duration (minutes)
Troutdale Conferencing	troutconf@troutdaleoregon.gov	8/27/2024 18:44	8/27/2024 21:01	138
speaker table		8/27/2024 18:44	8/27/2024 21:01	138
MetroEast		8/27/2024 18:44	8/27/2024 21:01	138
David Ripma		8/27/2024 18:44	8/27/2024 21:01	138
Kenda Rimes	troutconf@troutdaleoregon.gov	8/27/2024 18:44	8/27/2024 21:01	138
Paige Campbell - AFSCME (Paige Campbell)		8/27/2024 18:48	8/27/2024 20:48	120
Paul Wilcox		8/27/2024 18:49	8/27/2024 21:01	133
Alison Caswell		8/27/2024 18:50	8/27/2024 21:01	132
Carol Reynolds		8/27/2024 18:56	8/27/2024 21:01	126
Geoffrey Wunn		8/27/2024 18:57	8/27/2024 21:01	125
Randy Lauer		8/27/2024 18:57	8/27/2024 21:01	125
Troutdale Conferencing	troutconf@troutdaleoregon.gov	8/27/2024 18:58	8/27/2024 18:58	1
Troutdale Conferencing	troutconf@troutdaleoregon.gov	8/27/2024 18:59	8/27/2024 21:01	123
iPad		8/27/2024 19:01	8/27/2024 19:49	49
Michael		8/27/2024 19:41	8/27/2024 19:43	2
Kelley Graham		8/27/2024 20:49	8/27/2024 21:01	13

Exhibit A

8/27/24 Council Mtg. Item #2

Mayor and Councilors,

I just have a brief comment on the candidate lineup for this election cycle. If we were still operating under the elect-by-position system, there are enough candidates for each position to have head-to-head opponents. That's the thinking behind that method anyway. With this year's record-breaking field, there could even be three-way races. However, candidates are free to choose whom they run against. In a worst-case scenario, the two incumbents could run unopposed while all the remaining candidates run against each other for the third seat, with possibly no one interested in the two-year term. A similar situation occurred in 2010 when the only incumbent was unopposed and the candidate distribution was 5/2/1. So, in my opinion anyway, whether there is a large field of candidates, or very few, as during the last election, the "top three" method is far superior from a voter perspective, not to mention the expanded choice possibilities overall.

Submitted by:

Paul Wilcox

Troutdale

8-27-24



August 27, 2024

EMOPI Update – Troutdale City Council

Emon Ghassemi, Youth Services Manager

Marcell Frazier, Violence Prevention & Community Partnerships Coordinator

CITY OF
GRESHAM

Contents

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About EMOPI

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Goals

3

Approach

4

Success

5

Questions

About EMOPI

Evidence-Informed Practices

Strategies grounded in data and research, ensuring interventions are tailored, effective, and aligned with best practices to drive lasting positive change.

Access and Opportunities

Providing equitable access to programs that promote growth, resilience, and empowerment for youth and families through education, recreation, and comprehensive support services.

History and Strategic Goals

Established in March 2022, EMOPI aims to prevent violence, build strong community networks, and engage youth in meaningful ways. The program's strategic expansion has been driven by community needs and a commitment to fostering safe, thriving neighborhoods across East County.

Goals

Prevent and Reduce Violence:

Focused on proactive approaches through early intervention, deflection from harmful paths, and comprehensive support for youth and families most at risk. This includes tailored services that address the root causes and offer alternatives to violence.

Enhance Community Safety:

Building safer neighborhoods through enhanced partnerships, collaborative strategies, and programs designed to address specific community needs. By targeting areas with the highest risk, we aim to create environments where all residents feel secure.

Support Youth Development:

Offering enriching activities, life coaching, and mentorship opportunities that help youth develop resilience, leadership skills, and a sense of belonging. These initiatives empower young people to make positive choices and contribute meaningfully to their communities.

Approach

Community-Based Organizations:

Key partners like Going Home 2 and POIC deliver intensive case management, life coaching, and wrap-around services for individuals at the highest risk of gun violence. Their work ensures that those most vulnerable receive the guidance and resources necessary to change their life trajectories.

Inter-Agency Collaboration:

Memorandums of Understanding (MOUs) are in place with school districts including Centennial, Reynolds, Gresham-Barlow, Parkrose, and David Douglas. These partnerships enable targeted outreach at high-risk sporting events, creating critical opportunities for early intervention and youth engagement.

Deflection Strategies:

Programs designed to divert youth from entering the criminal justice system by providing alternative pathways and resources. These strategies focus on prevention and intervention, offering support that reduces the likelihood of future involvement in criminal activities.

Approach and Service Areas For Highest Risk Individuals

Intensive Case Management

Community Based Organizations: Going Home 2 and POIC

Provide life coaching and intensive case management for individuals at the highest risk of gun violence.

Inter-Agency Agreements

- *MOU in the works with Reynolds, Gresham-Barlow, Parkrose, and David Douglas in order to provide outreach at high-risk sporting events.*

- *Multnomah County Behavioral health gun violence reduction team. Dedicated team of licensed therapists servicing clients from East County.*

Ceasefire Gun Violence Reduction Strategy

Ceasefire is a gun violence reduction strategy administered by the National Institute of Criminal Justice Reform. It is centered on a weekly shooting review.

Community Partners 2024-25

Prosocial

Positive, community-building activities like volunteering, sports, and arts that foster cooperation and social skills.

The Underground

PAAL
ESOGA
ARIO
Rock Haven
YLSA
Play, Grow, Learn
SCCNW
We Belong PDX

Wrap-Around

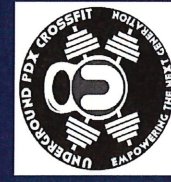
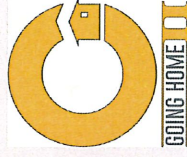
Comprehensive support tailored to individual needs, coordinating services like mental health, education, and housing.

NAFY
Elevate Oregon
HOLLA
REAP
Project 48

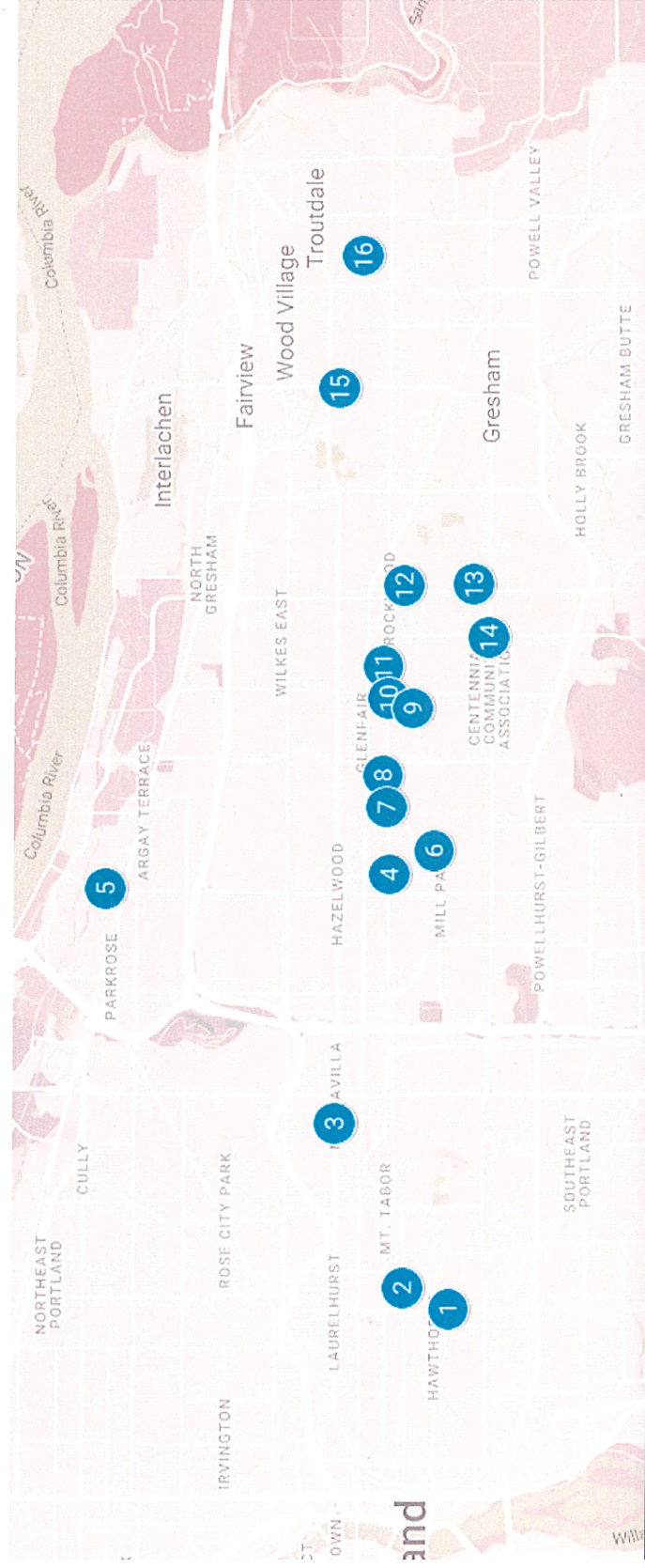
Intensive Case Management

Personalized, hands-on support for individuals facing significant challenges, focusing on stability and long-term success.

Going Home II
POIC



Community Partners 2024-25



- 1 REAP
- 2 We Belong PDX
- 3 ARIO
- 4 Going Home 2
- 5 Elevate Oregon
- 6 PAAL
- 7 Play, Grow, Learn
- 8 HOLLA
- 9 ESOGA / YLSA
- 10 Project 48
- 11 New Avenues for Youth
- 12 The Underground PDX
- 13 POIC
- 14 Slavic Community Center
- 15 Rock Haven
- 16 ESOGA



Indicators of Success

15,000+ Youth and Families Served Since March 2022

- Direct and indirect engagement across six jurisdictions and unincorporated Multnomah County

Enhanced Community Safety and Engagement

- Reduction in violence, increased participation in programs, and stronger community connections.

Collaborative Partnerships

- Effective collaboration with schools, behavioral health services, and local organizations to provide comprehensive support.

Programs Aligned with Troutdale's Values

- Focused on family stability, safe spaces for youth, and fostering community pride.

A United Vision for East County

- Working together across jurisdictions & unincorporated Multnomah County to create a connected, thriving, and secure future for all residents.

Questions?

Emon Ghassemi – Youth Services Supervisor

Emon.Ghassemi@greshamoregon.gov

Marcell Frazier – Violence Prevention & Community Partnerships Coordinator

Marcell.Frazier@greshamoregon.gov

A Resolution Approving the Exclusive Franchise Agreement with Waste Management

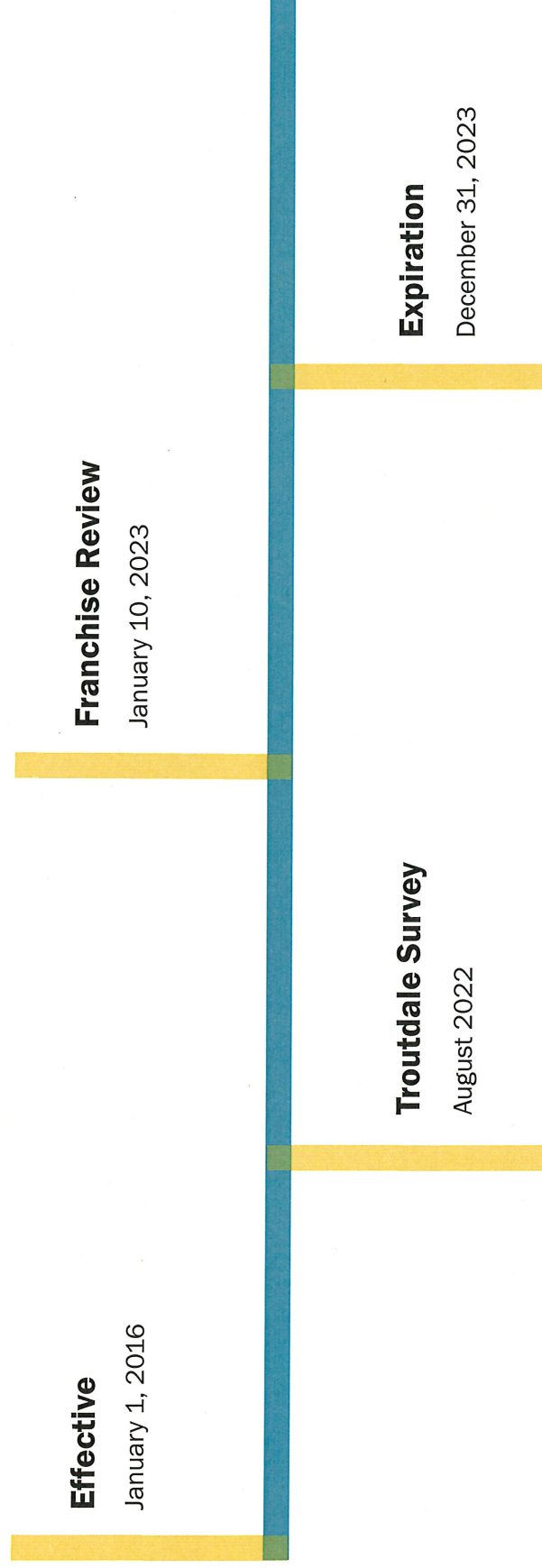
City of Troutdale

Public Works Department

August 27, 2024



Franchise Agreement Timeline



Format Changes

1.0 Agreement

2.0 Collection
Support and
Management

3.0 Service
Standards

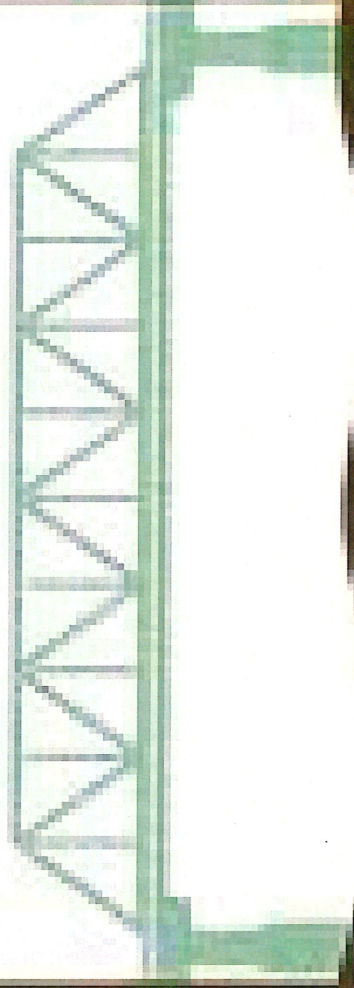
4.0 Compensation

5.0 General Terms &
Conditions

Support For

- Emergency response to natural disaster or emergency declaration and cooperate with FEMA response and provide services as soon as practical.
- First Friday events.
- Expanded footprint of new downtown bins to be emptied.

TROUTDALE
FIRST
FRIDAY
Art Walk



Collection Support & Management



Reporting & Record Maintenance

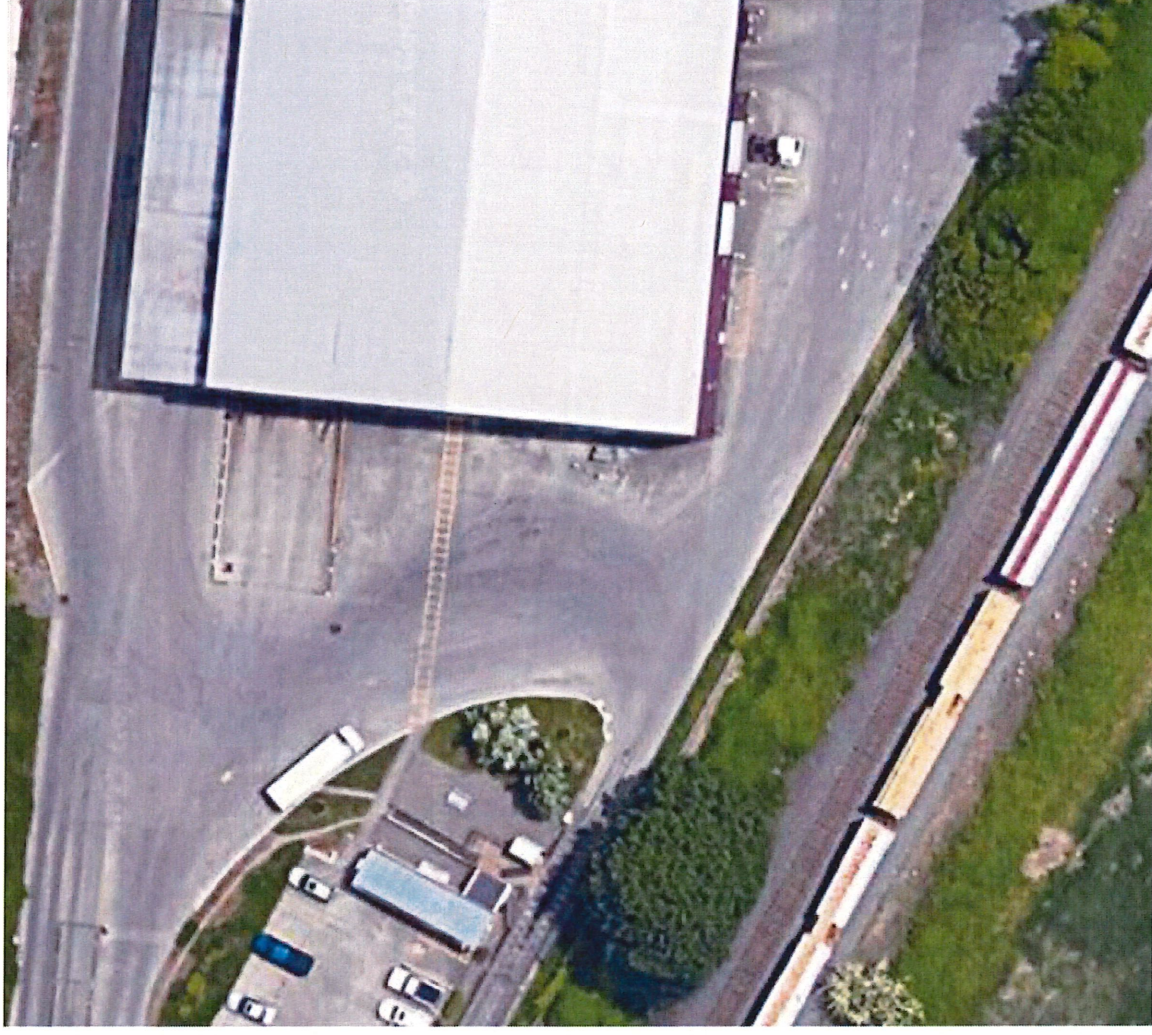
- Quarterly reports to include:
 - Statewide customer service metrics.
 - Log of complaints from Troutdale residents.
- Annual report to include spills within the City that meet reporting requirement.
- One Ad hoc report per year.

Customer Service

- New telephone-based customer service metrics (statewide) that will track the average speed of phone calls answered and percentage of phone calls abandoned.
- WM Troutdale website now offers an online customer service form.
- WM Troutdale website includes instructions on how to reach a “live” agent.

Added Services

- An annual bulky waste event will be provided to both single family residents and multifamily residents (if approved by property owner/manager).
- Troutdale Transfer Station weekend service open to the public at the City's option up to twice per year.
- Pilot program to test and/or implement new services, material processing, etc.
- Protocol added for spills/leaks from collection trucks.





CITY OF TROUTDALE
PUBLIC WORKS
DEPARTMENT

Questions?



Thank you for your time.

City of Troutdale

Public Works Department

Exhibit D

8/27/24 Council Mtg. Item #7

Council Resolution, 8-27-24

WM contract questions/comments:

Page 3, Since recyclables aren't mentioned, does this allow for companies like Ridwell, which does operate in Troutdale?

Page 7, Is this saying that customers can expect customer service to answer within two minutes? I've waited 30-45 minutes!

Page 19, Again, possible "conflict" with Ridwell or others?

Page 20, Blocking traffic flow is unavoidable where there are cars parked on both sides of a residential street, such as Morgan Meadows.

Page 22, Receptacle capacities in the rate table are 20, 35, 60, and 90. Contract is using 64 and 96 for the larger two. The recyclables default is 60 (or 64). We requested a 35 gallon to save garage space which otherwise wouldn't have allowed access to parked car! We downsized to 20 gallon solid waste since we weren't using the 35 gallon's capacity, and the cost is lower. Why is there not a fee reduction for the 35 gallon recyclable?

Page 27, The way this reads is that rates can be changed solely on approval by the city manager.

Page 36, Customers are not to place containers at driveways or curb parking. That doesn't leave much else!

JILL WILCOX
TROUTDALE

Section 1.0

AGREEMENT

1.1 Short Title

This franchise agreement shall be known and may be cited as the "Solid Waste Management Franchise Agreement" and referred to herein as the "Agreement".

1.2 Purpose

The purpose of this Agreement shall be to:

1. Ensure safe, economical, and comprehensive Solid Waste and Recycling services.
2. Ensure that rates are just, reasonable, and adequate to provide necessary public service.
3. Prohibit rate preferences and any other practice that might be discriminatory.
4. Provide for technologically and economically feasible recycling and resource recovery by and through the Franchisee.

1.3 Definitions

The definition for terms used in this Agreement are taken from Chapter 8.40 of the Troutdale Municipal Code or as defined within the applicable state statutes and administrative rules.

Notwithstanding the foregoing, "Bulky Waste" shall mean large items of Solid Waste, such as appliances, furniture, trees, branches greater than four inches in diameter and 36 inches in length, stumps, and other oversized wastes whose large size precludes or complicates their handling by normal collection, processing or disposal methods.

1.4 Exclusive Franchise

The City hereby grants to Waste Management of Oregon Inc., the Franchisee, an exclusive franchise to provide Solid Waste and Food Waste Collection Services to any person within the corporate limits of the City of Troutdale or areas later annexed thereto. The Franchisee shall have the right to use the streets of the City for this purpose. No other Person shall provide Solid Waste or Food Waste Collection Services for compensation, offer to provide, or advertise for, the performance of such service to any owner, tenant, lessee, member, or occupant of any real property in the City. Solid Waste, Recyclable Materials, Yard Debris, and Food Waste placed out for Collection belongs to the Franchisee when so placed. If, at the request of the Franchisee, the City takes administrative, enforcement, or other action against any Person who infringes on the Franchisee's exclusive rights, Franchisee must reimburse the City for its reasonable costs related to such action; however, nothing herein shall be construed to

- a. Franchisee will also provide a means for callers to leave telephone messages and will return such calls within one (1) business day.
 - b. Telephone-based customer service shall be available, with the option for Customers to speak directly with a customer service representative during business hours.
 - c. Online support may be used after customer service hours.
 - d. The average speed of answer shall be no more than one hundred twenty (120) seconds for all incoming telephone calls per month to the Franchisee customer service telephone system from the State of Oregon, measured from the time the customer is placed in queue to speak with a customer service representative by the automated phone answering system.
 - e. No more than ten (10) percent, after rounding to the nearest natural number, of all incoming telephone calls per month to the Franchisee customer service telephone system from the State of Oregon shall be abandoned.
2. Respond to Customer communication within one (1) business day unless prevented by Force Majeure. Both office and on-route staff shall be knowledgeable and courteous in answering customer information requests and resolving customer complaints regarding Collection Services.
 3. Maintain an electronic Customer communication log available to the City for inspection at any time during normal business hours upon reasonable request that includes:
 - a. Customer's name, service address, phone number, and email address;
 - b. Date, time, and manner in which the communication was received (phone, email, etc.);
 - c. A summary of the issue and a description of its resolution.
 4. Provide a twenty-four (24) hour / seven (7) day emergency phone number for use by the City staffed by a Franchisee representative or an answering service to contact such Franchisee representative.

2.1.2 Franchisee Internet Website

The Franchisee shall provide and maintain a Customer-friendly, ADA-compliant internet website accessible twenty-four (24) hours a day, seven (7) days a week, containing information specific to the City's collection programs, including, at a minimum, and deliver annually via mailer:

1. Franchisee contact information, noting available hours for each contact method and how best to speak directly with a customer service representative;
2. Collection schedules;
3. Material preparation requirements;
4. Available Services and options;
5. Rates and fees for all sectors and Services;

- d. The Franchisee must obtain approval from the City prior to providing collection of additional Recyclable Materials not defined in this Agreement as Recyclable Materials, as well as any proposed service standards for collecting such Recyclable Materials.
 - e. The Franchisee shall deliver all properly prepared and collected Recyclable Materials to a processor or broker of Recyclable Materials, or to an end-use market. The Franchisee shall not deliver, or cause to be delivered, any collected Recyclable Materials for disposal, unless the Recyclable Materials are improperly prepared and rejected by a commonly used processor, broker or end-market. The Franchisee should not knowingly collect Recyclable Materials that are improperly prepared at the time of collection.
6. As of July 1, 2025 (or such other date as may be required by applicable law), the Franchisee may not deliver to a commingled recycling processing facility commingled recyclables that were collected pursuant to the uniform statewide collection list established under ORS 459A.914 unless:
- (a) At the time the local government, the local government's service provider or the commingled recycling reload facility delivered or contracted to deliver or transport materials to the commingled recycling facility:
 - (A) The commingled recycling facility held a valid permit issued under ORS 459A.955; or
 - (B) For a commingled recycling facility located outside of this state:
 - (i) The facility held a valid certificate issued under ORS 459A.956; or
 - (ii) The facility certified that it otherwise met the requirements of ORS 459A.955 or 459A.956, even though the facility did not hold a permit or certificate.
 - (b) The processor ensures the health, safety and wellness of workers at the facility regardless of whether the workers are employees, independent contractors or employees of another business (effective as of January 1, 2027).
 - (c) The processor provides workers at the facility with a living wage and supportive benefits, as defined by the rule by the Environmental Quality Commission (effective as of January 1, 2027).
 - (d) Within six months after the Department of Environmental Quality completes a report under ORS 459A.932, the commingled recycling processing facility has taken steps to

implement any recommendations of the report related to providing opportunities in the recycling industry for women and minority individuals as defined in ORS 200.005

7. Participate in City directed promotion and education efforts.
8. Permit inspection by the City or City's Authorized Representative of the Franchisee's facilities, equipment, records, and personnel at reasonable times.
9. Collect medical and Infectious Wastes, as defined by ORS 459.386, and comply with all state regulations. The Franchisee is not required to collect medical and Infectious Waste that is not properly prepared and separated. The Franchisee may subcontract with other entities for the collection of medical and Infectious Waste with the approval of the City Manager or designee.
 - a. The Franchisee and /or subcontractor(s) shall conform to all rules and laws including, but not limited to, those of the State of Oregon applying to the collection, transportation, storage, treatment, and disposal of medical and Infectious Wastes.
10. Not be responsible for collecting unacceptable Solid Waste materials, such as liquid fats, non-petroleum oils, semi-solid wastes, flammable or explosive materials, radioactive materials, sewage sludge, septic tank and cesspool pumping or other sludge; manure, dead animals, and vehicles, or any other materials which cannot be accepted at the transfer station or the disposal site under its respective permits (collectively, the "Unacceptable Waste"). Title to any Unacceptable Waste or Hazardous Waste shall remain with the party responsible for such waste.
11. Maintain passage on public streets. To the greatest extent practicable, Franchisee collection vehicles shall not stop while collecting Solid Waste, Recyclable Materials, or Yard Debris in a manner that would block the passage of other vehicles and pedestrians on public streets and sidewalks. Franchisee shall work with City to alter routes to the extent necessary to accommodate special events and/or paving work.
12. Submit required rate-reporting forms and other reports as required under this Agreement.
13. Limit the hours of Collection of Solid Waste, Recyclable Materials or Yard Debris in predominantly Residential and Multifamily neighborhoods to between the hours of 6:00 a.m. and 6:00 p.m., unless weather or holiday schedules require extended hours of collection. There shall be no limit on the hours of collection activity for any Solid Waste, Recyclable Materials, and Yard Debris in predominantly Commercial and industrial areas.
14. Collect Yard Debris materials provided the materials have been prepared in accordance with the requirements in this Agreement.

the customer. The Franchisee shall provide occasional or special collection of Solid Waste, Recyclable Materials, or Yard Debris on request by the Customer at a fee approved by the City for such collections.

18. Collect from Residential Customers occasional extra receptacles of Solid Waste or Yard Debris set at the curb as an "extra" beyond a Customer's subscribed service level. The Franchisee may charge the fee established by the City for such "extras", except in cases of missed collections that are the fault of the Franchisee. The Franchisee may require a customer to give 24 hours prior notification of an extra set out that would require extraordinary time, labor, or equipment, or if the Customer has a record of non-payment of charges for extras.

3.3 Receptacles

- 60/90
1. Franchisee shall provide 20-, 35-, 64- or 96-gallon Roll Carts to all Customers of Solid Waste, 35- or 64-gallon Roll Carts for Recyclable Materials, and 64-gallon Roll Carts for Yard Debris Collection Services, which Customers shall be required to use as their primary Receptacles. The default roll cart size for Recyclable Materials and Yard Debris shall be 64-gallons; however, Customers may request and receive a smaller 35-gallon cart with no reduction to the base service rate. The Roll Carts shall be color coordinated by the type of service being provided as mutually agreed upon by the Franchisee and the City. All Solid Waste and recycling Roll Carts shall be equipped with a lid locking mechanism to help secure the cart lid and reduce litter potential. Franchisee may charge customers an additional fee for Roll Cart repair or replacement due to lost carts or damage beyond ordinary wear and tear attributable to the customer.
 2. As of January 1, 2026, all Roll Carts must be manufactured from at least ten percent (10%) post-consumer recycled material.
 3. The Franchisee shall provide all Receptacles that are mechanically collected, except that a Commercial Customer may arrange with the Franchisee to provide a Compactor. A Commercial or Multifamily Customer may provide its own mechanically collected receptacles subject to compatibility with the Franchisee's equipment and the Receptacle requirements of this Agreement. All Compactors shall comply with applicable federal and safety regulations and shall be compatible with the Franchisee's equipment.
 4. The Franchisee shall provide a recycling Roll Cart (and a separate recycling bin for glass) to each Residential Customer and other Customers as agreed to between the City and the Franchisee.

1. The Council, by resolution, shall establish rates for all service levels for Collection Service which the Franchisee may charge for Solid Waste Services and may, from time to time, by resolution, change those rates. The City or the Franchisee may request a rate change whenever a significant change in revenue or expenses occurs or is anticipated. In the event the Franchisee requests a rate adjustment under this Agreement, the City shall consider such request in good faith and shall act upon the request without undue delay, but in no case later than 120 days from the date the request was made.
2. When a new or unusual Solid Waste Service, not included in the rate structure approved by the Council is requested by a Customer, the Franchisee may establish a reasonable cost for providing such service. However, if such service is provided for more than one month, the Franchisee shall notify the City Manager or designee in writing of the service provided, the rate established, and the basis for the rate. If the City Manager or designee finds the rate or basis to be unreasonable, the City Manager shall submit the rate to the Council for consideration.
3. The rates that may be charged by the Franchisee for Collection Service shall conform to the latest schedule on file with the City. Any rate not set by current resolution and charged in the City of Troutdale must be approved by the City Manager or designee prior to implementation.
4. All books, records, accounts, and data relating to Collection Service operations conducted within the City by the Franchisee are subject to inspection and audit by the City or its agents.
5. In determining fair rates, Council will consider all relevant factors, and the City Manager or designee and the Franchisee shall work in good faith to develop and adjust rates, as necessary to allow Franchisee to earn a reasonable rate of return. The City agrees that it shall not unreasonably withhold its consent or unreasonably delay a rate review request submitted by Franchisee.
6. Rates shall be adequate to provide an operating margin equal to ten (10) percent of Franchisee Gross Revenues; however, the City shall not be required to change rates if the expected operating margin in the reviewed year falls between eight (8) and twelve (12) percent of Gross Revenues. The ten percent target return on Gross Revenues is considered sufficient to reflect the lever of business risk assumed by the Franchisee, to allow investment in equipment, and to ensure quality collection service.

4.3 Compensation to City

4.3.1 Franchise Fee

Appendix B

CUSTOMER PREPARATION STANDARDS

I. Placement of Receptacles

Residential Customers shall place Roll Carts outside any closed gate or outside any garage or other building. The Receptacle shall also be placed in a location that does not obstruct mailboxes, water meters, the sidewalk, fire hydrants, driveways, or impede traffic flow or on-street parking. The Customer shall provide for reasonable vertical clearance for Receptacles picked up away from the curbside or roadside. Residential customers must place Receptacles at the curbside unless the Customer subscribes to Off-Curb Collection Service. Special placement arrangements for mobility impaired Customers, or those whose lots are not physically configured to allow curbside placement, may be made by agreement between the Customer and the Franchisee.

Multifamily and Commercial Customers shall place Solid Waste, Recyclable Materials, and Yard Debris Receptacles at a location that is readily accessible and safe to empty or load that does not require the Franchisee to go up and down stairs, and that is agreed-upon by the Franchisee and the Customer. The owner of any Multifamily complex with five or more dwelling units shall provide tenants with separate location(s) for receptacles or depots for the collection of four or more types of Recyclable Materials and must provide a sufficient number of collection areas to accommodate the reasonable needs of the Generators for which the owner is responsible.

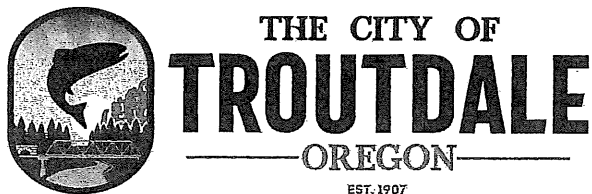
Customers should, to the extent possible, arrange for Drop Boxes to be placed on private property locations. Customers shall place Compactors at a location that protects the privacy, safety, and security of the Customers, that provides the access needed and prevents unnecessary physical and legal risk to the Franchisee, and that is agreed upon by the Customer and the Franchisee.

Customers are responsible for proper placement of Receptacles by 6:00 a.m. on the Customers' designated collection day.

II. Preparation of Solid Waste

Customer shall limit the weight of a Solid Waste Receptacle and its contents to the maximum weights listed as follows

Receptacle Type	Capacity	Maximum Weight
20-gallon Roll Cart		35 pounds
35-gallon Roll Cart		60 pounds
64-gallon Roll Cart		120 pounds
96-gallon Roll Cart		145 pounds



Solid Waste and Recycling Collection Services and Rates

Effective August 1, 2023

The maximum allowable rates for collection services are:

1.0 RESIDENTIAL STANDARD SERVICES

- The monthly charge for service includes weekly collection of garbage, yard debris, and recyclables.
- All services are collected curbside of the public street in roll carts provided by Waste Management.

Size of Garbage Cart	Size of Yard Debris Cart	Size of Recycling Cart	Monthly Rate
20-gallon	60-gallon	60-gallon	\$28.19
35-gallon	60-gallon	60-gallon	\$33.87
60-gallon	60-gallon	60-gallon	\$40.05
90-gallon	60-gallon	60-gallon	\$48.69

1.1 Additional Weekly Garbage Cart Collection for Residential Accounts

Additional Weekly Garbage Service	Rate
Second 35-gallon cart	\$23.73
Third & additional 35-gallon carts	\$18.79
Second 60-gallon cart	\$28.65
Third & additional 60-gallon carts	\$26.02
Second 90-gallon cart	\$35.60
Third & additional 90-gallon carts	\$32.39

1.2 Additional Weekly Recycling or Yard Debris Cart Collection for Residential Accounts

Additional Weekly Recycling / Yard Debris Service	Rate
Each additional Recycling Cart	\$5.50
Each additional Yard Debris Cart	\$8.60

1.3 Recycling / Yard Debris Contamination Charge

Recycling / Yard Debris Contamination Charge	Rate
After second warning notice, per contamination violation	\$6.00